

1. Definitions

Unless the context otherwise requires or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in these Conditions, shall have the meanings stated or referred to below:

- "Conditions" – the terms and conditions set out herein
- "Order" – the contract made between the Seller and the Purchaser
- "Order Acknowledgement" – the Seller's order acknowledgement
- "Price" – the price agreed between the Seller and the Purchaser for the goods or services that form the subject of the Order
- "Purchaser" – the person to whom the Seller is providing the goods or services that form the subject of the Order
- "Quotation" – the Seller's quotation in respect of the goods and services that form the subject of the Order
- "Seller" – the Pipex PX group company providing the goods or services that form the subject of the Order

2. Formation of Contract

1. Any order sent to the Seller by the Purchaser shall be accepted entirely at the discretion of the Seller, and, if so accepted, will only be accepted upon these Conditions, any conditions in the Order Acknowledgement and any conditions in the Quotation.

2. Each Order shall constitute an individual legally binding contract between the Seller and the Purchaser.

3. The Conditions shall override any contrary different or additional terms or conditions contained in or referred to in an order form or other documents or correspondence from the Purchaser, and no addition, alteration or substitution of these terms will bind the Seller or form part of any Order unless they are expressly accepted in writing by a director of the Seller or a person previously authorised to sign on the Seller's behalf, the identity of such person having been notified in writing to the Purchaser.

4. No variation to the Conditions or change to the goods and services that form the subject of the Order shall be valid unless acknowledged by the Seller issuing a revised Order Acknowledgement expressly confirming such variation or change.

3. Quotations

1. Quotations unless previously withdrawn or stated otherwise shall be valid for a period not exceeding 30 days from the date of issue, except as provided for in the remainder of this clause.

2. For Quotations based on materials purchased by the Seller in a currency other than sterling a change of more than 3% in the exchange rate will invalidate the Quotation.

3. The Seller reserves the right to increase prices at the time of Order to offset any raw material cost increases. Such increases will reflect increases from the Seller's supplier plus an allowance for overheads and profits proportionate to such allowance for those materials in the Order. The Seller will advise the Purchaser of the increase and reserve the right to reject any orders without penalty if the price increase is not acceptable to the Purchaser.

4. Quotations may be withdrawn at any time.

5. The Order is based on the prices of materials, labour and transport ruling at the date of Order, and the Seller reserves the right to amend the Price to meet any increase due to legislation, Government Orders, Regulations of Directors, changes to national agreements covering wages and conditions in the industry and any differences in exchange rates above 3%.

6. The Price is on the basis that no financial or non-financial requirements apply other than those quoted, including bonds or retention. The addition or imposition of any other financial or non-financial requirements will entitle the Seller to increase the price to make allowance for these additional requirements.

7. INCOTERMS (2010) are FCA Seller's factory, unless otherwise agreed to in writing by the Seller.

8. All prices quoted are exclusive of any local, sales or similar taxes such as Valued Added Tax (VAT) or Goods and Services Tax (GST) which will be charged as per applicable regulations and added to and invoiced amounts.

4. Acceptance

1. Without prejudice to the Purchaser's rights under clauses 10 and 13 of these Conditions, the Purchaser shall be deemed to have accepted all goods delivered upon the delivery by the Seller (where the Seller is responsible for delivery) in accordance to applicable Incoterms or the delivery terms agreed to by the Seller in the Order or on being advised of their completion if sold ex-works

2. All goods must be checked upon receipt and any shortages or deliveries not in accordance with the Order reported to the Seller within 7 days from delivery under applicable Incoterms.

5. Inspection & Quality.

1. Goods manufactured by the Seller are inspected and tested if required at the Seller's factory before dispatch. The standard of inspection and testing will be as those requirements set out in the Quotation and Order Acknowledgement. If no standard of testing and inspection is stipulated in the Quotation or Order Acknowledgement, the goods will only be visually inspected by the Seller and not tested prior to dispatch.

2. If the Purchaser wishes to inspect any goods during manufacture, the Purchaser shall be required to make an appointment for this purpose. The first inspection shall not be charged for provided it does not last more than 2 hours. Any first visit lasting more than 2 hours and any subsequent visit irrespective of the duration shall be charged to the Purchaser at £50 per hour plus VAT for the duration of the visit.

3. In the event that the Purchaser requires testing, examination of the goods or services by a third party, these will be charged to the Purchaser, unless previously accepted by the Seller and included in the Price.

4. Where goods supplied by the Seller are manufactured by a third party and delivered direct to the Purchaser from the third party's works, the Seller gives no warranty as to the quality, materials and workmanship of those goods, subject to Clause 13.6.

5. The Seller gives no warranty as to the suitability and quality of materials and goods manufactured and supplied or services supplied by a third party for incorporation into the Purchaser's works ("Free Issue Materials") where the Free Issue Materials are used in combination with goods and materials supplied or services supplied by the Seller.

6. The Purchaser indemnifies the Seller in respect of any damage, loss, expense, delay or liability howsoever arising, which results as a consequence of incorporation of Free Issue Materials into the Purchaser's works. Purchaser's works shall not be limited to works in the ownership of the Purchaser. It shall also include, without limitation, works which are subject to a contract where the Purchaser is the employer or main contractor or sub-contractor.

6. Delivery & Risk.

1. Unless otherwise stated in the Quotation, the Price excludes packaging and carriage to the address specified in the Order. These costs will be invoiced in addition to the sums quoted for the goods in the order. The Seller reserves the right to make an additional charge to cover transport costs in the event of the transport costs increasing between the date of the Order and / or Order acknowledgement, and the date of dispatch or for additional deliveries where part deliveries occur. Off-loading of any items larger than small packages or above 20kg is not included.

2. Any time or date for delivery, any other work or services given by the Seller is given in good faith, but is an estimate only. The Seller will not be liable for any claims for delay or late deliveries.

3. Risk in all goods shall pass to the Purchaser upon being advised of completion or at delivery as per any agreed INCOTERMS.

4. Unless otherwise agreed, an additional charge to the Price will be made by the Seller for any special delivery (such as same day or outside of normal working hours) of goods ordered by the Purchaser.

5. The Purchaser is responsible for the safekeeping, and liable for any damage or loss, of all materials, tools and equipment delivered to site, including materials, tools and equipment owned by the Seller or the Seller's employees, including those delivered prior to handover.

6. Any items hired are on the basis of the then current Construction Plant Hire Association conditions.

7. These items are controlled by the U.S. Government and authorised for export only to the country of ultimate destination for the use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred or otherwise disposed of, to any other country or to any person other than the authorised ultimate consignee or end-user(s) either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorised by U.S. law and regulations. The consigned items may also be subject to the laws of the country of export and country of origin. Diversion contrary to applicable law is prohibited.

7. Title & Payment.

1. The Seller warrants that (except in relation to the intellectual property rights of third parties as referred to in Clause 7.3) the Seller has good title to the goods and it will transfer such title as it may have in the goods to the Purchaser upon payment for the goods by the Purchaser to the Seller.
2. The Seller warrants that it is not aware of any actual or alleged infringements of any intellectual property rights of the third parties, which relate to the goods or services other than those (if any), which the Seller has disclosed to the Purchaser prior to acceptance of the Order.
3. The Seller shall have no liability to the Purchaser (other than as provided in Clause 16) in the event that the goods or services to be supplied under the Order infringe any intellectual property rights of a third party (including without limitation by reason of their possession, sale or use, whether alone or in association or combination with any other goods); the Seller gives no warranty that the goods or services to be supplied under the order will not infringe as aforesaid, and the conditions, warranties, stipulations or other statements whatsoever relating to such infringement or alleged infringement (if any), whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.
4. Unless otherwise agreed in writing and subject to the Seller receiving and maintaining a suitable credit limit, payment of invoices or applications shall be made within 30 days of the date of the invoice or application.
5. Orders for labour or hire equipment may be invoiced on a weekly basis at the Seller's discretion.
6. Orders and Part Orders will be invoiced as completed prior to dispatch and, unless specifically agreed otherwise, invoices for part orders will be accepted by the Purchaser.
7. Monthly Applications and / or Invoices (either at the Seller's absolute discretion) for interim payments will be made for sub-contracts and partially completed orders, in accordance with the Seller's works progress or applicable milestones. Such applications will be payable within 30 days of the date of application/invoice, or the end of the period to which the application refers, whichever is earlier.
8. The Purchaser shall make payment of all invoices and / or applications as they become due pursuant to Clause 7.4. The Purchaser shall have no right to withhold, set-off any payment for any counterclaim, dispute or make any claim unless the Purchaser has given notice in writing to the Seller of his intention to withhold and / or set-off payment not less than 14 days before the invoice becomes due for payment. Such notice will include the amount the Purchaser intends to withhold / set-off against the invoice and / or applications and the basis for withholding and / or set-off. The Purchaser has no right to withhold payment of any undisputed invoice by reference to another dispute, query, invoice or any other claim.
9. No third party certification process will be required for any payments due to the Seller under this Order.
10. The interest rate as provided in the Late Payment of Commercial Debts (Interest) Act 1998 will be charged on all overdue accounts.
11. Title to the goods comprised in each consignment shall not pass to the Purchaser until the Purchaser has paid their price to the Seller, but even though title has not passed, the Seller shall be entitled to sue for their price once its payment becomes due.
12. Credit Terms detailed in clause 7.4 will be offered to customers with an acceptable credit rating and trading history, entirely at the Seller's discretion.
13. Unless stated otherwise, the Price is after any Main Contractor's Discount or any other discounts.
14. Main Contractor's Discount and Retention are only to be deducted with the prior, express agreement in writing of the Seller.
15. Withholding taxes are only to be deducted with the express agreement in writing of the Seller. If withholding taxes apply the invoice will be grossed up to include the withholding tax so that the Seller is paid the quoted amount.

8. Dayworks.

Unless stated otherwise:

1. The daily rate per day is for an 8 hour day (Weekdays excluding Bank Holidays), including any travel time to or from site. Overtime will be charged at quoted rate per hour plus 50% premium.
2. The hourly or daily rate excludes mobilisation and demobilisation and these will be charged at the Seller's then current standard rate.
3. For non-UK and Offshore quotes, accommodation, travel time charges and subsistence are not included in the Price.
4. Accommodation, travel time charges and subsistence may be charged where the Seller's employees have to travel more than 2 hours to site.

9. Storage.

1. If the Purchaser shall be unable, for whatever reason (including without limitation lack of shipping instructions, the Seller being unable to release goods due to credit or payment issues), to take delivery of the goods within 14 days after notification to the Purchaser or its agent that the goods are ready for delivery, the Seller shall be entitled to arrange storage on behalf of the Purchaser, whereupon delivery shall be deemed to have taken place when originally notified of completion and all risk in the goods shall pass to the Purchaser at that point. Accordingly, delivery of the relevant warehouse receipt shall be deemed to be delivery of the goods for the purposes of Clause 4. All charges incurred by the Seller for storage or insurance shall be invoiced to the Purchaser including an administration charge of 15%.

10. Damage in Transit.

1. Claims for damage, shortage or loss in transit must be made by Purchaser on the carrier.
2. Where The Seller is responsible for transport, the Seller will repair or replace (at the Seller's discretion) free of charge any goods proved to the Seller's satisfaction to have been damaged in transit provided that within 7 days after delivery both the Seller and the carriers have received from the Purchaser notification in writing of the occurrence of the damage and also, if and so far as practicable, proof of its nature and extent. Repair or replacement will be the Seller's only liability for goods damaged in transit and solely where the Seller is responsible for transport. The Seller accepts no liability for any costs incurred due to damage or delays in transit.

11. Dies & Moulds.

1. Dies, tooling, plugs or moulds necessary for the production of manufactured goods, including any associated intellectual property rights, remain the Seller's property even when the Purchaser has paid the Price.

12. Force Majeure.

1. The Seller shall not be under any liability for any failure to perform any of its obligations under the Order due to Force Majeure. Following notification by the Seller to the Purchaser of such cause, the Seller shall be allowed a reasonable extension of time or the Seller may, at the Seller's discretion, cancel the Order.
2. For the purpose of this condition, "Force Majeure" means fire, explosion, flood, lightning, weather, Act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or events or circumstances outside the reasonable control of the Seller including a claim of Force Majeure by a supplier.

13. Limited Warranty

1. All illustrations, preliminary drawings, specifications, and particulars of weights and measures submitted prior to Order Acknowledgement are approximate only, and the descriptions contained in the Seller's catalogues and other advertisement matter, are intended merely to present a general idea of the goods or services, and are not binding in detail.
2. All goods or services supplied by the Seller shall be in accordance with the specifications or descriptions (if any) expressly listed or set out on the face of the Quotation or Order Acknowledgement subject to the Seller's standard tolerances. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order.
3. For goods which are manufactured by the Seller or which bear one of the Seller's trademarks, the Seller shall free of charge either repair or, at its option, replace defective goods or services performed where the defects appear under proper use, including but not limited to following any instructions provided by the Seller, within 6 months from the date of delivery, PROVIDED THAT:
 - i). Notice in writing of the defects complained of, shall be given to the Seller within 7 days of the appearance of the defects; and
 - ii). Such defects shall be found to have arisen solely from the Seller's faulty design, workmanship or materials; and
 - iii). The defective goods shall be returned to the Seller's factory by the Purchaser if so required by the Seller.
4. Any repaired or replaced goods shall be redelivered by the Seller free of charge to the original point of delivery but otherwise in accordance with and subject to the Order.
5. Alternatively to a repair or replacement in Clause 13.4, the Seller shall be entitled at its absolute discretion to refund the price of the defective

part of the goods or services in the event that such price shall already have been paid by the Purchaser to the Seller, or, if such price has not been so paid, the Seller may issue a credit note in favour of the Purchaser.

6. In respect of all goods manufactured and supplied to the Seller by third parties, the Seller will pass on to the Purchaser (in so far as reasonably possible) the benefit of any warranty (subject to the terms and conditions of that warranty) given to the Seller by such third parties and will (on request) supply to the Purchaser details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such third parties and the Purchaser shall be solely responsible to the entire exclusion of the Seller for complying with all of these.

7. THIS CLAUSE 13 SETS FORTH THE PURCHASER'S SOLE REMEDY AND THE SELLER'S EXCLUSIVE OBLIGATION WITH REGARD TO NON-CONFORMING GOODS AND/OR SERVICES, AND OR RENTAL PERFORMED BY SELLER. THE SELLER'S LIABILITY UNDER THIS CLAUSE SHALL BE IN LIEU OF ALL OTHER LIABILITY TO THE PURCHASER WHETHER CONTRACTUAL, TORTIOUS OR OTHERWISE FOR DEFECTS IN THE GOODS OR SERVICES OR FOR ANY LOSS OR DAMAGE TO OR CAUSED BY THE GOODS OR SERVICES, AND ALL OTHER CONDITIONS, WARRANTIES, STIPULATIONS OR OTHER STATEMENTS WHATSOEVER CONCERNING THE GOODS OR SERVICES, WHETHER EXPRESS OR IMPLIED, BY STATUTE, AT COMMON LAW OR OTHERWISE HOWSOEVER, ARE HEREBY EXCLUDED; IN PARTICULAR (BUT WITHOUT LIMITATION OF THE FOREGOING) THE SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF PERFORMANCE, USE, NATURE OR QUALITY OF THE GOODS OR SERVICES, WHETHER EXPRESS OR IMPLIED, BY STATUTE, AT COMMON LAW OR OTHERWISE HOWSOEVER.

14. Regulatory Compliance

1. By acceptance of delivery under these Conditions, Purchaser warrants it has complied with all applicable governmental, statutory and regulatory requirements and will furnish Seller with such documents as may be required. Seller will not provide any certification or other documentation nor agree to any contract provision or otherwise act in any manner which may cause Seller to be in violation of applicable laws (including but not limited to United States law, the Export Administration Act of 1979 and regulations issued pursuant thereto). No provision in these Conditions or the Order shall be interpreted or applied which would require any party to do or refrain from doing any act which would constitute a violation of, or result in a loss of economic benefit under, any anti-boycott legislation including but not limited to any such law of the United States. All orders will be conditional upon granting any export license and import permits which may be required. Purchaser shall obtain at its own risk any required export license and import permits and Purchaser shall remain liable to accept and pay for goods if licenses are not granted or revoked.

15. Suspension and Cancellation

1. Orders received and acknowledged by the Seller shall not be subject to cancellation, either wholly or partially, without the Seller's consent. In the event of agreed cancellation a cancellation fee will apply.

2. Delay in delivery or cancellation of the Purchaser's contracts will not be regarded as constituting sufficient reason or cause for termination of the Order.

3. If default is made in any payment due under Clause 7.4 of this Order, then the Seller may suspend or abandon their performance under this Order and, where the Seller is responsible for incorporation, installation or erection works on site for the Purchaser, remove materials, tools and other equipment from site.

4. The Seller has the right to cancel the Order in the event of changes to regulatory compliance or to the Buyers circumstances whereby the Seller is no longer permitted to complete the order.

5. Any such cancellation or suspension under Clauses 15.3 or 15.4 shall not give rise to any claims whatsoever by the Purchaser and shall be without prejudice to the Seller's right to recover any outstanding payments from the Purchaser and the exercise of any other rights of the Seller including invoicing for work done and costs incurred prior to cancelation.

6. The Seller reserves the right to decide whether goods can be accepted back for credit. Goods returned for credit will not be accepted unless previously agreed by the Seller in writing. Goods returned by prior written agreement will be subject to inspection before any offer of credit is made to the Purchaser. Credit allowed on such goods will be subject to a deduction for inspection, cleaning, testing, restocking and rejects. Fabricated and non-standard goods cannot be returned for credit.

16. Indemnification.

For purpose of this Clause 16, the following definitions shall apply:

"Seller Group" shall mean (i) Seller, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Purchaser Group" shall mean (i) Purchaser, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

1. The Seller accepts no responsibility for any drawing, design or specification not prepared by the Seller or prepared by the Seller and accepted or approved by the Purchaser, and acceptance of an Order in no way constitutes any warranty, guarantee, representation or opinion of the practicability of construction or the efficacy, safety or otherwise of the materials to be supplied or work to be executed by the Seller (if any).

2. The costs of any additional work caused by defects in the drawings, design or specification referred to in Clause 17.1, shall be chargeable to the Purchaser as an extra.

3. If the materials and goods supplied or services performed are put into operation on site by the Purchaser, or by the Seller at the Purchaser's request, before the works have been handed over, the Purchaser will be liable and will indemnify the Seller for any damage or loss direct or indirect caused and for any extra work entailed thereby.

4. The Seller gives no warranties as to the suitability or quality of the goods or the installation works where the Seller is not responsible for the supply of goods or the installation of those goods into the Purchaser's works.

5. No recommendation, statement or assistance given by the Seller in connection with the installation, application, storage, transportation or use of the goods or products furnished hereunder shall constitute a waiver by the Seller of any of the provisions herein or enlarge the liability of the Seller or be deemed to provide any warranty in excess of the warranties stated herein.

6. Notwithstanding any other provision in these Conditions, the Seller shall have no liability to the Purchaser in respect of any breach of the Conditions after a period of 2 years has expired following completion of the delivery of all goods and services pursuant to the Order.

7. All Seller's liabilities, other than those expressly agreed herein in writing, are excluded.

8. Each Party shall be responsible for, defend, release, indemnify and hold harmless the other Party (and the other Party's Group) from damages, losses, costs and expenses (including attorney's fees) arising from or related to damage to or loss of its property, death, illness or injury to its or its Group's personnel howsoever caused. THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN THIS CLAUSE SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.

9. Purchaser, to the maximum extent permitted under applicable law, shall release, indemnify, defend and hold Seller and Seller Group harmless from and against any and all claims asserted by or in favour of any person or party resulting from (i) loss or damage to any well or hole (including but not limited to the cost of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) pollution or contamination of any kind, including but not limited to the cost of control, removal and clean-up, or (v) damage to, or escape of any substance from any pipeline, vessel or storage facility.

10. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE SELLER WILL NOT BE LIABLE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSSES, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST

BUSINESS OR BUSINESS OPPORTUNITIES (WHETHER FORESEEABLE AT THE DATE OF THIS AGREEMENT), OR ANY LIABILITY OF THE PURCHASER TO ANY THIRD PARTY.

11. Any Seller's liability is limited to a maximum of the Order value or £50,000, whichever is lesser. For the avoidance of doubt, in calculating the Seller's liability the Seller shall be entitled to set off against such liability any unpaid part of the Price.

17. Intellectual Property Rights etc.

1. Work undertaken by the Seller to the Purchaser's own drawings or design or that of a third party, is undertaken only on the Purchaser's guarantee that such drawings and designs do not infringe any British or foreign patents, registered design rights, registered trademarks or copyright, and the Purchaser also undertakes to indemnify the Seller against all judgments, decrees, costs and expenses resulting upon such infringements should any claim be made upon the Seller.

2. Any Seller's Intellectual Property that exists prior to the order remains the property of the Seller.

3. Any Intellectual Property created by the Seller for the purposes of this order remains the property of the Seller, unless specifically agreed to either transfer ownership to the Purchaser or allow the Purchaser a licence to use the Intellectual Property.

4. The Purchaser will indemnify the Seller against all judgments, decrees, costs and expenses resulting from any infringement by the Purchaser in its use of any goods that form the subject matter of the Order of any third party's patents, registered design rights, registered trademarks, copyright or any other intellectual property rights.

5. The Seller warrants that the use or sale of the goods of its own manufacture will not infringe patents of others by reason of the use or sale of such goods per se, and hereby agrees to hold the Purchaser harmless against judgment for damages for infringement of any such patent, provided that the Purchaser shall promptly notify the Seller in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford the Seller full opportunity, at the Seller's option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way the Seller sees fit. The Seller does not warrant that such goods: (a) will not infringe any such patent when not of Seller's manufacture, or specially made, in whole or in part, to the Purchaser's design specifications; or (b) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and the Seller shall not be liable and does not indemnify Purchaser for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement arising pursuant to (a) and (b) above. **THIS ARTICLE STATES THE ENTIRE RESPONSIBILITY OF SELLER CONCERNING PATENT INFRINGEMENT.**

18. Confidentiality.

1. The Purchaser shall keep confidential and shall not, without the prior written consent of the Seller, disclose to any third party any technical or commercial information which it has from the Seller, either directly or indirectly, as a result of discussions, negotiations and other communications between them.

2. The Seller shall be entitled to refer to and use details of the Order and related work in any marketing, advertising or promotional literature, photographs, digital representations, films, DVD s, videos, web-sites, presentations or events.

19. Third Party Rights.

1. It is not intended that any provision of this Order confers or purports to confer any rights to enforce any of its terms on any third party pursuant to the Contracts (Rights of Third Parties Act) 1999.

2. The parties may, by agreement, rescind or vary this Order without the consent of any third party to whom the right of enforcement of any of its terms has been expressly provided.

3. Purchaser shall not assign, sublet or transfer any or all of its rights and /or obligations under the Order without the prior written consent of the Seller

20. Dispute Resolution.

1. Any question or difference which may arise under this Order, including but not limited to, the construction meaning or effect of this Order or concerning the rights and liabilities of the parties hereunder or any other matter arising out of or in connection with this order shall be referred to a single arbitrator in London to be agreed between the parties. Failing such agreement within 30 days of the request by one party to the other that the matter be referred to arbitration in accordance with this clause such reference shall be to an arbitrator appointed by the President of the Chartered Institute of Arbitrators. The decision of such arbitrator shall be final and binding upon the parties. Any reference under this clause shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1996.

3. Late payment is excluded from 21.1 & 21.2 and the Seller has the right to instigate Court proceedings to recover overdue debts without notice.

21. Installation.

1. The Quotation and or Order Acknowledgement covers the items stated therein only and unless otherwise stated does not include any other items of work including, but not limited to, the following: Builders, Joiners, Ladders, Masons, Plumbers, Painters, Electricians or any other trades works or materials, supply and erection of scaffolding, ladders or movable appliances, hoisting and or lowering gear, fuel, water, gas or electric current, lighting, waste disposal, welfare facilities, safety equipment and attendances (other than PPE and items specifically included in our offer), fees of District Surveyor, insurance inspectors or other such fees.

2. The Seller's offer is on the basis of a clear site, free from all obstructions and ease of access from a road. Any expense or extra cost due to difficult, abnormal or unusual circumstances affecting transport, delivery or erection, not communicated to the Seller and not provided for in our offer will be charged as an extra. Continuous uninterrupted work availability, delays due to industrial action/weather?

3. Unless stated otherwise the Purchaser is responsible for providing all site facilities, secure locked site, power and water.

4. The Purchaser is responsible for Employer's Liability and labour that they may supply to the Seller on a contract; the Seller's responsibility extending only to Staff and Labour directly organised and paid by the Seller.

22. Seller's Employees

1. The Purchaser shall not for a period of 12 months from the date of the Order without the Seller's consent employ any person who at any time in the 12 months prior to the date of the Order was or had been an employee of the Seller.

23. Local Taxes & Duties.

1. Unless otherwise stated on the Quotation or Order Acknowledgement all prices quoted exclude any local taxes, levies, charges, other contributions or import/export duties for territories outside the United Kingdom and the Purchaser indemnifies the Seller against all such liabilities and will assist the Seller with any information or documentation reasonably required to defend against any such claim or demand. .

24. Applicable Law.

1. The construction validity and performance of these Conditions and this Order shall be governed by the Law of England and the Purchaser submits to the jurisdiction of English Courts.

2. If any clause is found to be unenforceable, the remaining clauses shall continue in full force and effect.

Pipex px® is the registered trademark and the trading style used by Pipex Ltd Reg. No. 1203356, registered office:- C/O National Oilwell Varco, Stonedale Road, Oldends Lane Industrial Estate, Stonehouse, Gloucestershire, GL10 3RQ.